

09/826035
JC918 U.S. PTO
04/04/01

International Business Machines Corporation

Microelectronics Division
Intellectual Property Law
Mail Stop: 972E
1000 River Street
Essex Junction, VT 05452
Phone - 802 769-4457
Fax - 802 769-8938
E-mail -kotulakr@us.ibm.com

February 9, 2001

Mr. Peter d. LaFauci
5001 Sunset Forest Circle
Holly Springs, NC 27540

Re: IBM Docket No. BUR920000154US1
Title: METHOD AND SYSTEM FOR LOGIC VERIFICATION USING MIRROR INTERFACE

Dear Peter:

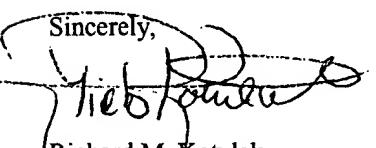
Enclosed is a copy of a patent application naming you as a co-inventor, associated formal papers and a copy of your IBM Employee Agreement. IBM will reimburse you \$100 for your time required to review the patent application and sign the formal papers.

We have tried to contact you several times regarding this matter and you have not responded. You are obligated under your Employment Agreement (attached) to cooperate with us. If we do not hear from you by February 26, 2001, we will assume that you have refused to sign the application.

I have enclosed a self-addressed stamped express mail envelope for your convenience in returning the patent application and signed formal papers back to our office. When you return the documents to us, please be sure to enclose an invoice for the \$100 fee.

Feel free to call Maryann Luisi at (802)769-8844 if you need assistance.

Sincerely,


Richard M. Kotulak
Senior Attorney

RMK/plg
cc: M. Luisi
Enclosures

3/9 Spoke with Peter. He will return the case to us;
has decided not to sign at this point in time.
ML



Agreement Regarding Confidential Information and Intellectual Property

In consideration of my employment by International Business Machines Corporation (IBM) or my continued employment at will by IBM, and the payment to me of the salary or other compensation that I shall receive during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM and its subsidiaries or use in other than IBM's and its subsidiaries' business, either during or after my employment, any confidential information or material of IBM or its subsidiaries, or any information or material received in confidence from third parties by IBM or its subsidiaries. If I leave the employ of IBM, I will return all property of IBM and its subsidiaries in my possession, including all confidential information or material such as drawings, notebooks, reports, and other documents.

Confidential Information or material of IBM or its subsidiaries is any information or material

Confidential information or material to IBM or its subsidiaries is any information (a) generated or collected by or utilized in the operations of IBM or its subsidiaries that relates to the actual or anticipated business or research and development of IBM or its subsidiaries, or (b) suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries, and which has not been made available generally to the public.

2. I will not disclose to IBM or its subsidiaries, use in their business, or cause them to use, any information or material which is confidential to others.
3. I will comply, and do all things necessary for IBM and its subsidiaries to comply, with the laws and regulations of all governments under which IBM and its subsidiaries do business, and with provisions of contracts between any such government or its contractors and IBM or its subsidiaries that relate to intellectual property or to the safeguarding of information.
4. I hereby assign to IBM my entire right, title and interest in any idea, invention, design of a useful article (whether the design is ornamental or otherwise), computer program and related documentation, and other work of authorship (all hereinafter called "Developments"), hereafter made or conceived solely or jointly by me, or created wholly or in part by me, whether or not such Developments are patentable, copyrightable or susceptible to other forms of protection, and the Developments:
 - (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries, or
 - (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

In the case of any "other work of authorship," such assignment shall be limited to those works of authorship which meet both conditions (a) and (b) above.

The above provisions concerning assignment of Developments apply only while I am employed by IBM in an executive, managerial, product or technical planning, technical, research, programming or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering).

~~Excluded are any developments that I cannot assign to IBM because of prior agreement with~~

889

—which is effective until

(Give name and date or write "none").

I acknowledge that the copyright and any other intellectual property right in designs, computer programs and related documentation, and works of authorship, created within the scope of my employment, belong to IBM by operation of law.

5. In connection with any of the Developments assigned by Paragraph 4:
 - (a) I will promptly disclose them to IBM Patent Operations or IBM management as appropriate; and
 - (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM, and do anything else reasonably necessary to enable IBM to secure a patent, copyright or other form of protection therefor in the United States and in other countries.
6. IBM and its subsidiaries and their licensees (direct and Indirect) are not required to designate me as author of any design, computer program or related documentation, or other work of authorship assigned in Paragraph 4 when distributed publicly or otherwise, nor to make any distribution. I waive and release, to the extent permitted by law, all my rights to the foregoing.
7. I have identified on the back hereof all Developments not assigned by Paragraph 4 in which I have any right, title or interest, and which were previously made or conceived solely or jointly by me, or written wholly or in part by me, but neither published nor filed in any patent office.

If I do not have any to identify, I have written "none" on this line: none

(It is in your interest to establish that any of the above were made, conceived or written before your employment by IBM. You should not disclose them in detail, but identify them only by the titles and dates of documents describing them. If you wish to interest IBM in any of them, you may contact External Submissions at Corporate Headquarters, which will provide you with instructions for submitting them to IBM.)

8. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by IBM.

9. With respect to the subject matter hereof, this is my entire agreement with IBM, and it supersedes (to the extent enforceable) all previous oral or written communications, representations, understandings, undertakings, or agreements by or with IBM.

10. I acknowledge receipt of a copy of this Agreement.

<u>Peter D. LaFauci</u> Employee's Full Name (please print)	<u>Peter D. LaFauci</u> Employee's Signature	<u>591719</u> Employee Serial	<u>6/19/89</u> Date
<u>GREG BREWER</u> Employee's Manager/IBM Representative (please print)	<u>GREG BREWER</u> Signature	<u>6/19/89</u> Date	

(If you have entered "none" in Paragraph 7, do not fill in this section.)

The following are Developments not covered by Paragraph 4, in which I have any right, title or interest, and which were previously conceived or written either wholly or in part by me, but neither published nor filed in any Patent Office:

Description of Documents (If applicable):

Title on Document	Date on Document	Name of Witness on Document
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: _____
Employee's Full Name

Date: _____



Date: 02/20/2001

Fax Transmission To: PAT GUILLEMETTE
Fax Number: 802-769-8938

Dear PAT GUILLEMETTE:

The following is in response to your 02/20/2001 request for delivery information on your Express Mail item number EK317841039US. The delivery record shows that this item was delivered on 02/11/2001 at 11:13 AM in FUQUAY VARINA, NC 27526 to M LAFAUCI. The scanned image of the recipient information is provided below.

Signature of Recipient: _____ Delivery Section

Maryat LaFauci

Maryat LaFauci

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

FEB 20 01 08:51

PAGE. 001